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ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in flem of the declarations, or renewals or replacements thereof not allording coverages other han those of inception of this policy, statil be maintained in full effect during the period of this policy, recept for reduction of aggregate limits solely as a result of paying insurance is not maintained in full effect by the unit underlying insurance; the insurance allorded by this policy shall apply in the same manner as though such underlying insurance, the insurance allorded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this redicy, is subject to the same warraties, frome finishing the learnes used to describe the application of the limits of liability; conditions that exhibitions are contained that its midelying insurance on the effective date of this policy, any study warraties, learnes, conditions or exclusions relating to the silicity and contains the obligation in have signed and clend, the amount and limits of liability, and any renewal agreement.

and limits of liability, and any renewal agreement.

2. Notice of Occurence. The Lieured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not have result in liability under this policy. The Company shall not have eyes, be called upon to assume charge of the settlement or delenge of 'any claims made, or suits knought, or proceedings inclinitied against the insured, but shall have the right and opportunity to be 'associated with the insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may are the liability on the part of the Company under the terms of the policy. If the Company avails likely of such right and opportunity, the insured and the Company shall accopancie in all respects so as to effect a final determination of the claim or claims.

or the claim or claims.

3. Payment of Loss It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying farmance has been exhausted. Upon find determination by sattlement award or verifict of the licibility of the insured, the Company shall promptly pay the insured as the insured shall pay, or he required to pay, its amounts of any losses falling within the terms of limits of this matures, All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively addinged and groof of loss filled with the Company of any policy or insolvency of payared shall not relieve the Company of any of its obligations; tunder.

4. Payment of Expenses, Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, smile or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss boars to the lotal amount of soid loss. Loss expense hereunall shall not include adarties and expense of the insured's employees, incurred in investigation, adjustment and litigation.

indured in investigation, colorament and intigation.

5, Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the canount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate not loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

5. Subrogution. In the event of any payment of this policy, the Company shall be subroguted to all the instruct's rights of recovery therefor against any person or arganization and the instruct shall exact the and dolivor instruments and papers and do whatever else increasing to secure such rights. The instruct shall do nothing after loss to projudice such rights.

cuter toos to projudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the rails of respective recoveries. If there is no recovery in proceedings conducted splety by the Company, the Company shall bear the expenses thereof.

Door he expenses mereo.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Decicrations. The advance premium stated in the Decicrations, waless otherwise specified is an estimated premium only. Upon termination of this policy the examed premium shall be computed and if the examed premium is more than the advance premium poid, the Nigured Insured shall pay the excess to the Company if less, the Company shall return to the Maned Insured the uncanned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy pariod, and subject turties to the policy minimum premium, as stated in the Declarations.

as stated in the profunctions.

4. Cancellation. This policy may be concelled by either party upon 30 days notice in writing to the other stating the date concellation shall be effective. If concellation is at the request of the insured callustiment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be funde pro rate. However, in the event of consollation or termination of the underlying instrumes, this policy shall cease to apply at the same time without notice to the insured. Notice shall be given by the Company to the insured of the address shown in the declarations. Payment or tender of unneurned premium is not a condition of concellation.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

- MHOT CROSE) "...

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or desiruation

(c) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability insurance Association, Mulual Atomia Energy Liability Underwriters or Nuclear insurance Association of Canada, or would be an insured under any such policy but for its temporation upon exhaustion of fat limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is requited to maintain linearised protection pursuant to the Alorato Energy last of 1964, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, or any agreement entered that the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear lacility owned by, or operated by or on behalf of, an insured or (2) has been dispersed of depensed therefrom:

nuclear majorial is confidined in spent fuel or waste at me possessed, bundled, used, processed, stored, transported disposed of by or on behalf of an insured; or

(c) the injury, rickness, disease, death or destruction causes out of the funishing by an insured of services, indistricts, parts or equipment in connection with the planning, construction, mulnicumes, operation or use of any nuclear facility, but if such facility is located within the United Stotes of America, in territories or possessions or Canada, this exclusion (c) capties only to injury to or destruction of property at such nuclear leadilty.

III. As used in this endorsement:

"hazardous properlieb" include radioactive, toxic or explosive properties;

"nuclear muterial" means source material, special nuclear material or byproduct material;

"source malerial," "special nuclear material." and "hyproduct material" have the inecultings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent inel" means and itsel element or itsel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

"waste" means any waste material (1) opitaining byproduct ma-ierial and (2) resulting from the operation by any person of organization of any nuclear facility bucked within the defination of nuclear facility under paragraph (a) or (b) thereof;

"nuclear lacility" means

(a) cay nuclear reactor,
(b) cay equipment or davice designed or used for (1) separating

PAGE TWO

(Continued on Next Page)

## .

the isolopes of uranium or plutonium, (2) processing or utilizing spent luel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the location amount of such nucleiful in the austody of the insured at the premises where such equipment or device is located consists of an contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of wantum 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposed of waste,

FINAL PAGE

and includes the site on which any of the foregoing is located, all operations conducted on such site and all pramises used for such operations;

"nuclear reactor" magas any apparatus designed or used to sustain nuclear lission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMANS FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countereigned by a duly authorized Agent of the Company.

(Continued from Preceding Page)

PECHETARY

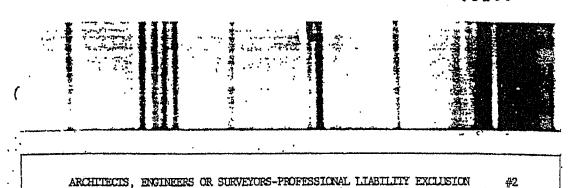
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ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

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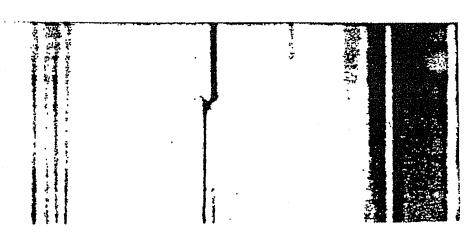
It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited

)to:

(a) The preparation or approval of maps, plans opinions, reports, surveys designs or specifications and

(b) Supervisory, inspection or engineering services.

POLICY NUMBER		INSURED	EFFECTIVE
3-80 XIX-153 2228 W.R.	Grace & Co.		6/30/83
FIREMAN'S FUND INSURA	INCE COMPANIES	Mersh & McLennan	
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#3

HARURED .	POLICY NUMBER	
W.R. Grace & Co.	3-80 XIX 153 2228.	
PRODUCER '	EFFECTIVE DATE	
Marsh & McLaman	6/30/83	

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

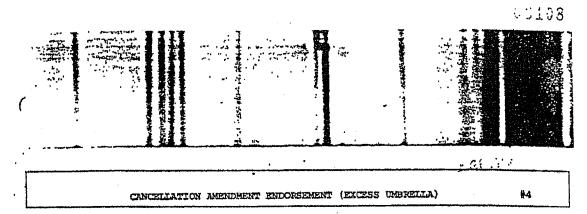
Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (1) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard; other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

FIREMAN'S FUND INSURANCE COMPANIES STATE AS NAMED IN THE POLICY PRESIDENT 10-X

180001---1-68

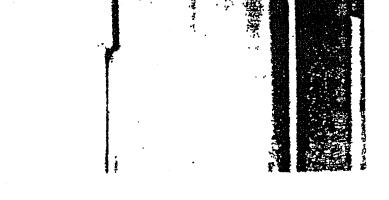


It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

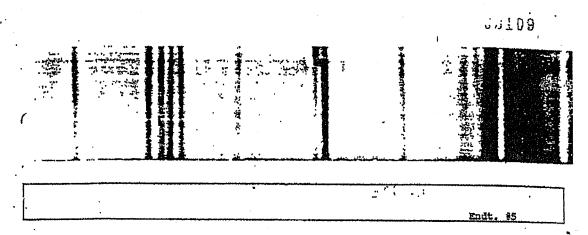
"This policy may be cancelled by either party upon sixty (60) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the data cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANCED.

POLICY NUMBER .	insuaed	EFFECTIVE
3-80 XLX 153 22 28	W.R. Grace & Co.	6/30/83
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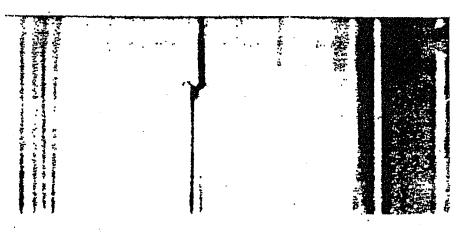


WRG 000000330



"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer unbrella policy (London and various British) Ky017582 and all renewals and replacements thereof."

POLICY NUMBER		IMSURED	EFFECTIVE
3-80 XIX 153 22 28	W.R. G	race & Co.	6/30/83
ONE OF	THE	PRODUC	EA
FIREMAN'S FUND INSURANCE COMPANIES		Marsh & McL	ennan
_		. COUNTERSIGNATURE OF	AUTHORIZED AGENT
Myra B	e Bame		
<i>f</i>	PRESIDENT 10-X	•	•



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